

# **EXHIBIT A**



## **CORRLINE INTERNATIONAL, LLC**

### **CONFIDENTIALITY AGREEMENT**

FOR GOOD CONSIDERATION, and in consideration of being employed by CorrLine International LLC ("the Company"), the Employee has had and will have possession of or access to confidential information relating to the Company, including but not limited to the following:

1. All information, CorrX materials (and products related thereto), product information, specifications, manuals, methods, formulas, compositions, application process and procedures, technology, data (regardless of its form or embodiment, including all source code, object code and natural language code therefore), patents, copyrights, trademarks and other intellectual property, know-how, reports, analyses, compilations, records, notes, presentations, summaries, studies and other materials (in whatever form maintained), liabilities, properties, accounts, financial information, product margin information, operations, services, products, business plans or models or strategies, distribution systems, network or communication systems, software or customers, vendors and suppliers, that may be disclosed, provided or made available to Employee in any form or format (including orally, in writing or electronically) before, on or after the date of hire, or to which the Employee otherwise become aware or gain access or possession, (a) all data, reports, analysis, compilations, extracts, summaries, writings, studies, interpretations, forecasts, records or other materials (whether documentary, electronic or otherwise) prepared by or on behalf of Employee, that relate to or are based on or contain any of the information listed in (b) above or that reflect a summary or review or evaluation of any of the information listed in (c) above or the business, plans, operations, financials, data, documents or customers, (d) the existence of this Agreement and any discussions or negotiations between the Employee and CorrLine relating to CorrX or the Opportunity, and (e) any other information which could reasonably be viewed as confidential or is marked or expressly designated as "Confidential" by CorrLine, provided that the confidentiality obligations set forth in this Agreement shall not apply to any Confidential Information that: (i) is or becomes generally available to the public, other than as a result of a wrongful or unauthorized disclosure by Employee Recipient or its Representatives; (ii) was known by the Employee prior to the date of this Agreement, as demonstrated by Recipient's written records and documentation; or (iii) becomes available to Employee on a nonconfidential basis from a third party who Employee does not know, after reasonable inquiry, to be bound by any confidentiality, fiduciary or other obligation to the Disclosing Party with respect to such information.
2. The Confidential Information is a valuable, special and unique asset of CorrLine International and Employee's access to and knowledge of the Confidential Information is essential to the performance of his or her duties as an Employee of the Company. In light of the competitive nature of the business and the unique nature of the CorrX materials in which the Company is engaged, Employee agrees that during the term of Employee's employment and thereafter, the Employee shall not (i) disclose any



Confidential Information to any person or entity; (ii) use or exploit in any manner the Confidential Information for himself or any person, partnership, association, corporation or other entity other than the Company; (iii) remove any Confidential Information, or any reproduction thereof, from the possession or control of the Company or (iv) treat Confidential Information otherwise than in a confidential manner.

3. All Confidential Information developed, created or maintained by the Employee, alone or with others while employed by CorrLine International, and all Confidential Information maintained by the Employee thereafter, shall remain at all times the exclusive property of the Company. The Employee shall return to the Company all Confidential Information, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employment that are in his possession immediately upon request and in any event upon the completion of his employment by the Company. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
4. Employee recognizes, agrees and represents that the Company would not permit Employee to access the Company's Confidential Information unless Employee agrees to the restrictions contained herein, and that the company is relying on the agreements of Employee contained in this Agreement in permitting Employee access to the Confidential Information.
5. Employee represents and warrants that no information deemed confidential by any of Employee's previous employers shall be utilized or disclosed in any way whatsoever for any purpose related to the Company, or any of its affiliated companies' business.
6. In the event Employee's employment with the Company terminates, whether voluntarily or involuntarily, employee agrees to neither directly nor indirectly solicit any of the Company's customers as of the date of the employee's termination, for a period of twelve months after such termination.
7. For a period of twelve months after Employee's employment terminates with the Company, whether voluntarily or involuntarily, Employee agrees to not directly or indirectly solicit any of the Company's employees to enter any relationship with a business that competes (or has similar products) with the Company or otherwise induce or attempt to induce such employees to terminate their relationships with the Company.
8. The Company may notify any future or prospective employer representative or third party of the existence of this agreement, and shall be entitled to full unjunctive relief for any breach.





Employee has read and considered the provisions of this Agreement and, having done so, agrees, states, and covenants that the scope of activities to be restrained, are reasonably required for the protection of goodwill and business interests of the Company. In the event a court of competent jurisdiction determines as a matter of law that any of the terms of Agreement are unreasonable or overbroad, the parties expressly allow such court to reform this Agreement to the extent necessary to make it reasonable as a matter of law and to enforce it as so reformed.

Employee Signature

July 29, 2013

Date

LOREN L. HATLE

Employee Printed Name